

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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WALTER L. MCINTOSH and  
DANIEL W. DUMONT,

Plaintiffs,

v.

3:10-cv-886

MORGAN & STANLEY, et al.,

Defendants.

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THOMAS J. McAVOY  
Senior United States District Judge

**DECISION and ORDER**

Plaintiffs commenced the instant action against Defendants arising out of the alleged mishandling of certain financial accounts. Presently before the Court is Defendant Merrill Lynch, Pierce, Fenner and Smith Incorporated; Armond R. George; and Susan G. Wilbur's motion to compel arbitration.

By Decision and Order dated November 19, 2010, the Court granted a similar application by Defendant Morgan & Stanley. For the reasons stated in the other Order and because Plaintiffs executed Client Relationship Agreements that contain predispute arbitration clauses<sup>1</sup> that cover the instant dispute and they have failed to articulate any reason why the arbitration clauses are not valid, do not cover the instant dispute, cover non-

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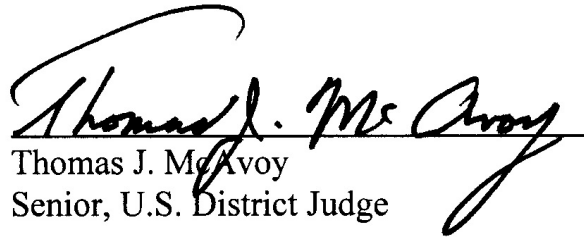
<sup>1</sup> The Client Relationship Agreements read in part as follows:

You agree that all controversies that may arise between us shall be determined by arbitration. Such controversies include, but are not limited to, those involving any transaction in any of your accounts with Merrill Lynch, or the construction, performance or breach of any agreement between us, whether entered into or occurring prior, on or subsequent to the date hereof.

arbitrable claims, or are otherwise not enforceable, the motion (Dkt. No. 17) to stay this litigation and compel arbitration is GRANTED.

IT IS SO ORDERED.

Dated: November 19, 2010

  
Thomas J. McAvoy  
Senior, U.S. District Judge